

GENERAL SERVICES ADMINISTRATION FEDERAL SUPPLY SERVICE AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA** *Advantage!*, a menu-driven database system. The INTERNET address for **GSA** *Advantage!* is **http://www.gsaadvantage.gov**

SCHEDULE TITLE: Federal Supply Schedule 70: General Purpose Commercial Information Technology

Equipment, Software, and Services

CONTRACT NUMBER: GS-35F-0616X

CONTRACT PERIOD: September 27, 2011 through September 26, 2016

Price List Current through Modification PO-0022 dated February 17, 2016

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at www.fss.gsa.gov

CONTRACTOR: Overwatch Systems, LTD

5301 Southwest Parkway

Austin, TX 78735

Phone number: (512) 358-2653 Fax number: (512) 358-2606

Email: kopitz@textronsystems.com

www.overwatch.com

BUSINESS SIZE: Large Business

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBER (SIN)

SIN DESCRIPTION

132-33	Perpetual Software Licenses
132-34	Maintenance of Software as a Service

1b. LOWEST PRICED ITEM

SIN	PRODUCT NO.	PRICE
132-33	ELT-GIV-USB	\$113.35
132-34	ELT-NET-MAIN-N	\$71.79

1c HOURLY RATES: N/A

2. MAXIMUM ORDER*:

132-33	\$500,000 per order per SIN
132-34	\$500,000 per order per SIN

*If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contract the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: \$100.00

4. GEOGRAPHIC COVERAGE: 48 States, D.C.

5. POINT(S) OF PRODUCTION: US

- DISCOUNT FROM LIST PRICES: All prices included herein are NET. Discounts have been deducted. 6. Government Educational Institutions receive a 50% discount.
- 7. **QUANTITY DISCOUNT(S): None**
- 8. PROMPT PAYMENT TERMS: Net 30 Days

GOVERNMENT PURCHASE CARDS MUST BE ACCEPTED AT OR BELOW THE MICRO-92 PURCHASE THRESHOLD.

GOVERNMENT PURCHASE CARDS ARE ACCEPTED ABOVE THE MICRO-PURCHASE THRESHOLD.

10. FOREIGN ITEMS: See price list pages

11a. TIME OF DELIVERY: 30 Days ARO

EXPEDITED DELIVERY: Contact Contractor 11b.

11c. **OVERNIGHT AND 2-DAY DELIVERY:** Contact the Contractor for rates.

URGENT REQUIREMENTS: Agencies can contact the Contractor's representative to affect a faster 11d. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery. delivery.

12. FOB POINT: Destination

13a. **ORDERING ADDRESS:** Overwatch Systems, LTD

5301 Southwest Parkway Austin, TX 78735

13b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on

Blanket

Purchase Agreements (PBA's) are found in Federal Acquisition Regulation (FAR) 8.405-3

14. **PAYMENT ADDRESS:** Overwatch Systems, LTD

5301 Southwest Parkway

Austin, TX 78735

WARRANTY PROVISION: SIN 132-33 Standard Commercial Warranty 15.

> SIN 132-34 Standard Commercial Warranty

EXPORT PACKING CHARGES: N/A. 16.

TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: (any thresholds above the micro-purchase level). Overwatch Systems, LTD, will accept payment by the Government Purchase Card in accordance with the requirements of Clause 552.232-79 for sales under and above the micro-purchase threshold of \$3,500.

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): N/A

- 19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): N/A.
- 20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LIST AND ANY
 - DISCOUNTS FROM THE LIST PRICES (IF APPLICABLE): Not offered
- **20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** No cost upgrades for all releases. No cost patches and bug fixes. Updates for all new Overwatch models for the Classified Module. Administrator phone support (not end user help desk).
- 21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A
- 22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A
- 23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A
- 24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g., recycled content, energy efficiency, and/or reduced pollutants): None
- 24b. SECTION 508 COMPLIANCE FOR EIT: www.overwatch.com
- **25. DUNS NUMBERS:** 80-123-1635
- 26. NOTIFICATION REGARDING REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE: Registration valid until June 3, 2016.

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

90 Days

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 703-437-7651 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9a.m. to 5 p.m. Eastern time, M-F.

5. SOFTWARE MAINTENANCE

a.	Software maintenance	as it is defin	ed: (select softw	are maintenance type):	

X_____ 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does <u>NOT</u> include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

X 2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. PERIODS OF MAINTENANCE (SIN 132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

9. UTILIZATION LIMITATIONS - (SIN 132-33, AND SIN 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have

agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

- (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

10. SOFTWARE CONVERSIONS - (SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered. No systems are excluded.

12. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses. Not Offered.



SIN	Part Number	Product Name	Description	Qty 1 - 5	Qty 6 - 10	Qty 11 - 25	Qty 26 - 50	Qty 51 - 100	Qty 101 - 150
132-33	RV-Pro-W-N	RemoteView Product Series	RemoteView-Pro Windows - Node Locked License	\$9,063.48	\$8,700.94	\$8,352.90	\$8,018.78	\$7,698.03	\$7,390.11
132-33	RV-Pro-W-FL	RemoteView Product Series	RemoteView-Pro Windows - Floating License	\$11,330.48	\$10,877.26	\$10,442.17	\$10,024.48	\$9,623.50	\$9,238.56
132-33	RV-Pro-L-N	RemoteView Product Series	RemoteView-Pro LINUX - Node Locked License	\$10,877.08	\$10,441.99	\$10,024.32	\$9,623.34	\$9,238.41	\$8,868.87
132-33	RV-Pro-L-FL	RemoteView Product Series	RemoteView-Pro LINUX - Floating License	\$13,144.08	\$12,618.32	\$12,113.58	\$11,629.04	\$11,163.8 8	\$10,717.32
132-33	RV-Pro-UG-LW	RemoteView Product Series	RemoteView-Pro Upgrade from Linux to Windows	\$8,610.08	\$8,265.67	\$7,935.05	\$7,617.64	\$7,312.94	\$7,020.42
132-33	RV-Pro-VM-W- N	RemoteView Product Series	RemoteView-Pro Virtual Mosaic Extension - Node Locked License	\$4,529.47	\$4,348.29	\$4,174.36	\$4,007.39	\$3,847.09	\$3,693.21
132-33	RV-Pro-VM-W- FL	RemoteView Product Series	RemoteView-Pro Virtual Mosaic Extension - Floating License	\$5,662.97	\$5,436.45	\$5,219.00	\$5,010.24	\$4,809.83	\$4,617.43
132-33	RV-Pro-VM-L-N	RemoteView Product Series	Remoteview-Pro Virtual Mosaic Extension LINUX - Node Locked License	\$5,436.27	\$5,218.82	\$5,010.07	\$4,809.67	\$4,617.28	\$4,432.59
132-33	RV-Pro-VM-L-FL	RemoteView Product Series	Remoteview-Pro Virtual Mosaic Extension LINUX - Floating License	\$6,524.43	\$6,263.46	\$6,012.92	\$5,772.40	\$5,541.50	\$5,319.84
132-33	RV-Pro-3DPro- W-N	RemoteView Product Series	RemoteView-Pro 3DPro Extension - Node Locked License	\$4,529.47	\$4,348.29	\$4,174.36	\$4,007.39	\$3,847.09	\$3,693.21
132-33	RV-Pro-3DPro- W-FL	RemoteView Product Series	RemoteView-Pro 3DPro Extension - Floating License	\$5,662.97	\$5,436.45	\$5,219.00	\$5,010.24	\$4,809.83	\$4,617.43
132-33	RV-Pro-3DPro- L-N	RemoteView Product Series	Remoteview-Pro 3DPro Extension LINUX - Node Locked License	\$5,436.27	\$5,218.82	\$5,010.07	\$4,809.67	\$4,617.28	\$4,432.59
132-33	RV-Pro-3DPro- L-FL	RemoteView Product Series	Remoteview-Pro 3DPro Extension LINUX - Floating License	\$6,524.43	\$6,263.46	\$6,012.92	\$5,772.40	\$5,541.50	\$5,319.84
132-33	RV-Pro-C-N	RemoteView Product Series	Remoteview-Pro Connect - Node Locked License	\$2,715.87	\$2,607.23	\$2,502.94	\$2,402.83	\$2,306.71	\$2,214.45
132-33	RV-Pro-C-FL	RemoteView Product Series	Remoteview-Pro Connect- Floating License	\$3,400.50	\$3,264.48	\$3,133.90	\$3,008.55	\$2,888.21	\$2,772.68
132-33	RV-Pro-SAR-N	RemoteView Product Series	Remoteview-Pro SAR Extension - Node Locked License	\$4,529.47	\$4,348.29	\$4,174.36	\$4,007.39	\$3,847.09	\$3,693.21
132-33	RV-Pro-SAR-FL	RemoteView Product Series	Remoteview-Pro SAR Extension - Floating	\$5,662.97	\$5,436.45	\$5,219.00	\$5,010.24	\$4,809.83	\$4,617.43

			License						
132-33	RV-Pro-SAR-L-N	RemoteView Product Series	Remoteview-Pro SAR Extension LINUX - Node Locked License	\$5,436.27	\$5,218.82	\$5,010.07	\$4,809.67	\$4,617.28	\$4,432.59
132-33	RV-Pro-SAR-L-FL	RemoteView Product Series	Remoteview-Pro SAR Extension LINUX - Floating License	\$6,524.43	\$6,263.46	\$6,012.92	\$5,772.40	\$5,541.50	\$5,319.84
132-33	RV-Pro-VT-N	RemoteView Product Series	Remoteview Pro VTRAC - Node Locked License	\$4,529.47	\$4,348.29	\$4,174.36	\$4,007.39	\$3,847.09	\$3,693.21
132-33	RV-Pro-VT-FL	RemoteView Product Series	Remoteview Pro VTRAC - Floating License	\$5,662.97	\$5,436.45	\$5,219.00	\$5,010.24	\$4,809.83	\$4,617.43
132-33	RV-Pro-USB	RemoteView Product Series	Remoteview Pro USB Dongle	\$2,262.47	\$2,171.97	\$2,085.09	\$2,001.69	\$1,921.62	\$1,844.76
132-33	GeoCAT-ENT- BASE	RemoteView Product Series	GeoCatalog Enterprise up to 50 Users Annual Subscription	\$18,131.49					
132-33	GeoCAT-ENT- ADD	RemoteView Product Series	Additional GeoCatalog User License for GeoCatalog Enterprise Annual Subscription	\$385.39					
132-33	GeoCAT-ENT-L- BASE	RemoteView Product Series	GeoCatalog Enterprise-LINUX up to 50 Users Annual Subscription	\$21,757.78					
132-33	GeoCAT-ENT-L- ADD	RemoteView Product Series	Additional GeoCatalog-LINUX User License for GeoCatalog Enterprise Annual Subscription	\$462.47					
132-33	RV-CLOUD	RemoteView Product Series	RemoteView cloud Single User Annual Subscription	\$1,355.67	\$1,301.44	\$1,249.38	\$1,199.41	\$1,151.43	\$1,105.37
132-33	RV-CLOUD-UP	RemoteView Product Series	Upgrade from RemoteView Pro to Include RemoteView cloud Single User Annual Subscription	\$448.87	\$430.91	\$413.68	\$397.13	\$381.24	\$365.99
132-33	RAW-N	RemoteView Product Series	Remoteview Pro Warfighter Edition Node Locked License	\$23,572.29	\$22,629.40	\$21,724.22	\$20,855.26	\$20,021.0 5	\$19,220.20
132-33	RAW-FL	RemoteView Product Series	Remoteview Pro Warfighter Edition Floating License	\$29,466.50	\$28,287.84	\$27,156.33	\$26,070.07	\$25,027.2 7	\$24,026.18
132-33	ELT-5500PRO-N	RemoteView Product Series	ELT/5500Pro - Node Locked License	\$9,063.48	\$8,700.94	\$8,352.90	\$8,018.78	\$7,698.03	\$7,390.11
132-33	ELT-5500PRO- FL	RemoteView Product Series	ELT/5500Pro - Floating License	\$11,330.48	\$10,877.26	\$10,442.17	\$10,024.48	\$9,623.50	\$9,238.56
132-33	ELT-5500-N	RemoteView Product Series	ELT/5500 - Node Locked License	\$5,436.27	\$5,218.82	\$5,010.07	\$4,809.67	\$4,617.28	\$4,432.59
132-33	ELT-5500-FL	RemoteView Product Series	ELT/5500 - Floating License	\$6,796.47	\$6,524.61	\$6,263.63	\$6,013.08	\$5,772.56	\$5,541.66
132-33	ELTGIV-VM-N	RemoteView Product Series	ELT/GIV Virtual Mosaic - Node Locked License	\$4,529.47	\$4,348.29	\$4,174.36	\$4,007.39	\$3,847.09	\$3,693.21
132-33	ELTGIV-SAR-N	RemoteView Product Series	ELT/GIV SAR Extension - Node Locked License	\$4,529.47	\$4,348.29	\$4,174.36	\$4,007.39	\$3,847.09	\$3,693.21
132-33	ELTGIV-JPIP-N	RemoteView Product Series	ELT/GIV JPIP Extension - Node Locked License	\$902.27	\$866.18	\$831.53	\$798.27	\$766.34	\$735.68
132-33	ELTGIV-VM-FL	RemoteView Product Series	ELT/GIV Virtual Mosaic - Floating License	\$5,662.97	\$5,436.45	\$5,219.00	\$5,010.24	\$4,809.83	\$4,617.43

132-33	ELTGIV-SAR- FL	RemoteView Product	ELT/GIV SAR Extension - Floating License	\$5,662.97	\$5,436.45	\$5,219.00	\$5,010.24	\$4,809.83	\$4,617.43
		Series	-	·			·		
132-33	ELTGIV-JPIP-FL	RemoteView Product Series	ELT/GIV JPIP Extension - Floating License	\$1,128.97	\$1,083.81	\$1,040.46	\$998.84	\$958.88	\$920.53
132-33	ELT- SPOTLITEPro-N	RemoteView Product Series	ELT/SPOTLITE PRO Extension - Node Locked License	\$4,529.47	\$4,348.29	\$4,174.36	\$4,007.39	\$3,847.09	\$3,693.21
132-33	ELT-	RemoteView Product	ELT/SPOTLITE PRO Extension - Floating	\$5,662.97	\$5,436.45	\$5,219.00	\$5,010.24	\$4,809.83	\$4,617.43
	SPOTLITEPro-FL	Series	License	, ,					. ,
132-33	ELT-VT-N	RemoteView Product Series	ELT/VTRAC PRO - Node Locked License	\$4,529.47	\$4,348.29	\$4,174.36	\$4,007.39	\$3,847.09	\$3,693.21
132-33	ELT-VT-FL	RemoteView Product Series	ELT/VTRAC PRO - Floating License	\$5,662.97	\$5,436.45	\$5,219.00	\$5,010.24	\$4,809.83	\$4,617.43
132-33	ELT-3500-N	RemoteView Product Series	ELT/3500 - Node Locked License	\$2,715.87	\$2,607.23	\$2,502.94	\$2,402.83	\$2,306.71	\$2,214.45
132-33	ELT-3500-FL	RemoteView Product Series	ELT/3500 - Floating License	\$3,400.50	\$3,264.48	\$3,133.90	\$3,008.55	\$2,888.21	\$2,772.68
132-33	ELT-1500-N	RemoteView Product Series	ELT/1500 - Node Locked License	\$1,174.31	\$1,127.34	\$1,082.24	\$1,038.95	\$997.39	\$957.50
132-33	ELT-1500-FL	RemoteView Product Series	ELT/1500 - Floating License	\$1,491.69	\$1,432.02	\$1,374.74	\$1,319.75	\$1,266.96	\$1,216.28
132-33	ELT-NET-N	RemoteView Product Series	ELT/Net - Node Locked License	\$358.19	\$343.86	\$330.10	\$316.90	\$304.22	\$292.06
132-33	ELT-NET-FL	RemoteView Product Series	ELT/NET - Floating License	\$448.87	\$430.91	\$413.68	\$397.13	\$381.24	\$365.99
132-33	ELT-GIV-USB	RemoteView Product Series	ELT/GIV Dongle (USB) License	\$113.35	\$108.82	\$104.46	\$100.28	\$96.27	\$92.42
132-33	FA-P-A-N	RemoteView Product Series	Feature Analyst-PRO-Node-locked-ArcGis	\$3,622.67	\$3,477.76	\$3,338.65	\$3,205.11	\$3,076.90	\$2,953.83
132-33	FA-P-A-FL	RemoteView Product Series	Feature Analyst-PRO-Floating-ArcGis	\$4,529.47	\$4,348.29	\$4,174.36	\$4,007.39	\$3,847.09	\$3,693.21
132-33	FA-S-A-N	RemoteView Product Series	Feature Analyst-STD-Node-locked-ArcGis	\$2,715.87	\$2,607.23	\$2,502.94	\$2,402.83	\$2,306.71	\$2,214.45
132-33	FA-S-A-FL	RemoteView Product Series	Feature Analyst-STD-Floating-ArcGis	\$3,400.50	\$3,264.48	\$3,133.90	\$3,008.55	\$2,888.21	\$2,772.68
132-33	LA-A-N	RemoteView Product Series	LIDAR Analyst-Node-locked-ArcGis	\$3,622.67	\$3,477.76	\$3,338.65	\$3,205.11	\$3,076.90	\$2,953.83
132-33	LA-A-FL	RemoteView Product Series	LIDAR Analyst-Floating-ArcGis	\$4,529.47	\$4,348.29	\$4,174.36	\$4,007.39	\$3,847.09	\$3,693.21
132-33	VLS-USB	RemoteView Product Series	Hardware Key; Dongle for Feature or LIDAR Analyst	\$453.40	\$453.40	\$453.40	\$453.40	\$453.40	\$453.40
				Qty 1 - 50	Qty 51 - 100	Qty 101 - 150			
132-34	RV-Pro-W- MAIN-N	Remote View Series Annual Maintenance and Support	RemoteView Pro Windows Node Locked License Maintenance	\$1,360.20	\$1,305.79	\$1,253.56			
132-34	RV-Pro-W- MAIN-FL	Remote View Series Annual Maintenance and Support	RemoteView Pro Windows Floating License Maintenance	\$1,813.60	\$1,741.06	\$1,671.42			

132-34	RV-Pro-L-MAIN- N	Remote View Series Annual Maintenance and Support	RemoteView-Pro-LINUX Node Locked License Maintenance	\$2,267.00	\$2,176.32	\$2,089.27
132-34	RV-Pro-L-MAIN- FL	Remote View Series Annual Maintenance and Support	RemoteView-Pro-LINUX Floating License Maintenance	\$2,720.40	\$2,611.59	\$2,507.12
132-34	RV-Pro-VM-W- MAIN-N	Remote View Series Annual Maintenance and Support	RemoteView Pro Virtual Mosaic Extension Node Locked License Maintenance	\$902.27	\$866.18	\$831.53
132-34	RV-Pro-VM-W- MAIN-FL	Remote View Series Annual Maintenance and Support	RemoteView Pro Virtual Mosaic Extension Floating License Maintenance	\$1,128.97	\$1,083.81	\$1,040.46
132-34	RV-Pro-VM-L- MAIN-N	Remote View Series Annual Maintenance and Support	Remoteview-Pro Virtual Mosaic Extension LINUX Node Locked License Maintenance	\$1,128.97	\$958.88	\$920.53
132-34	RV-Pro-VM-L- MAIN-FL	Remote View Series Annual Maintenance and Support	Remoteview-Pro Virtual Mosaic Extension LINUX Floating License Maintenance	\$1,355.67	\$1,151.43	\$1,105.37
132-34	RV-Pro-3DPro- W-MAIN-N	Remote View Series Annual Maintenance and Support	RemoteView Pro 3D Pro Extension Node Locked License Maintenance	\$902.27	\$866.18	\$831.53
132-34	RV-Pro-3DPro- W-MAIN-FL	Remote View Series Annual Maintenance and Support	RemoteView Pro 3D Pro Extension Floating License Maintenance	\$1,128.97	\$1,083.81	\$1,040.46
132-34	RV-Pro-3DPro- L-MAIN-N	Remote View Series Annual Maintenance and Support	Remoteview-Pro 3DPro Extension LINUX Node Locked License Maintenance	\$1,128.97	\$958.88	\$920.53
132-34	RV-Pro-3DPro- L-MAIN-FL	Remote View Series Annual Maintenance and Support	Remoteview-Pro 3DPro Extension LINUX Floating License Maintenance	\$1,355.67	\$1,151.43	\$1,105.37
132-34	RV-Pro-USB-W- MAIN	Remote View Series Annual Maintenance and Support	Remoteview Pro USB Dongle Windows Maintenance	\$1,813.60	\$1,741.06	\$1,671.42
132-34	RV-Pro-C-MAIN- N	Remote View Series Annual Maintenance and Support	Remoteview Pro Connect Node Locked License Maintenance	\$539.55	\$517.96	\$497.25
132-34	RV-Pro-C-MAIN- FL	Remote View Series Annual Maintenance and Support	Remoteview Pro Connect Floating License Maintenance	\$707.30	\$679.01	\$651.85
132-34	RV-Pro-SAR- MAIN-N	Remote View Series Annual Maintenance and Support	Remoteview Pro SAR Extension - Node Locked License Maintenance	\$902.27	\$866.18	\$831.53
132-34	RV-Pro-SAR- MAIN-FL	Remote View Series Annual Maintenance and Support	Remoteview Pro SAR Extension - Floating License Maintenance	\$1,128.97	\$1,083.81	\$1,040.46
132-34	RV-Pro-SAR-L- MAIN-N	Remote View Series Annual Maintenance and Support	Remoteview-Pro SAR Extension LINUX Node Locked License Maintenance	\$1,128.97	\$958.88	\$920.53
132-34	RV-Pro-SAR-L-	Remote View Series	Remoteview-Pro SAR Extension LINUX	\$1,355.67	\$1,151.43	\$1,105.37

	MAIN-FL	Annual Maintenance and Support	Floating License Maintenance			
132-34	RV-Pro-VT- MAIN-N	Remote View Series Annual Maintenance and Support	Remoteview Pro Vtrac Pro Node Locked License Maintenance	\$902.27	\$866.18	\$831.53
132-34	RV-Pro-VT- MAIN-FL	Remote View Series Annual Maintenance and Support	Remoteview Pro Vtrac Pro Floating License Maintenance	\$1,128.97	\$1,083.81	\$1,040.46
132-34	RAW-MAIN-N	Remote View Series Annual Maintenance and Support	Remoteview Pro Warfighter Edition Node Locked Maintenance	\$4,076.07	\$3,913.03	\$3,756.51
132-34	RAW-MAIN-FL	Remote View Series Annual Maintenance and Support	Remoteview Pro Warfighter Edition Floating Maintenance	\$5,100.76	\$4,896.73	\$4,700.86
132-34	ELTGIV-VM- MAIN-N	Remote View Series Annual Maintenance and Support	ELT/GIV Virtual Mosaic Extension Maintenance & Support for Node Locked License	\$902.27	\$866.18	\$831.53
132-34	ELTGIV-SAR- MAIN-N	Remote View Series Annual Maintenance and Support	ELT/GIV SAR Extension Maintenance & Support for Node Locked License	\$902.27	\$866.18	\$831.53
132-34	ELTGIV-JPIP- MAIN-N	Remote View Series Annual Maintenance and Support	ELT/GIV JPIP Extension Maintenance & Support for Node Locked License	\$358.19	\$343.86	\$330.10
132-34	ELTGIV-VM- MAIN-FL	Remote View Series Annual Maintenance and Support	ELT/GIV Virtual Mosaic Extension Maintenance & Support for Floating License	\$1,128.97	\$1,083.81	\$1,040.46
132-34	ELTGIV-SAR- MAIN-FL	Remote View Series Annual Maintenance and Support	ELT/GIV SAR Extension Maintenance & Support for Floating License	\$1,128.97	\$1,083.81	\$1,040.46
132-34	ELTGIV-JPIP- MAIN-FL	Remote View Series Annual Maintenance and Support	ELT/GIV JPIP Extension Maintenance & Support for Floating License	\$448.87	\$430.91	\$413.68
132-34	ELT-5500Pro- MAIN-N	Remote View Series Annual Maintenance and Support	ELT/5500PRO Maintenance & Support for Node Locked License	\$1,360.20	\$1,305.79	\$1,253.56
132-34	ELT-5500Pro- MAIN-FL	Remote View Series Annual Maintenance and Support	ELT/5500PRO Maintenance & Support for Floating License	\$1,813.60	\$1,741.06	\$1,671.42
132-34	ELT-5500- MAIN-N	Remote View Series Annual Maintenance and Support	ELT/5500 Maintenance & Support for Node Locked License	\$906.80	\$870.53	\$835.71
132-34	ELT-5500- MAIN-FL	Remote View Series Annual Maintenance and Support	ELT/5500 Maintenance & Support for Floating License	\$1,360.20	\$1,305.79	\$1,253.56
132-34	ELT- SPOTLITEPro- MAIN-N	Remote View Series Annual Maintenance and Support	ELT/SPOTLITE PRO Extension Maintenance & Support for Node Locked License	\$902.27	\$866.18	\$831.53
132-34	ELT-VT-MAIN-N	Remote View Series	ELT/VTRAC PRO Extension Maintenance &	\$902.27	\$866.18	\$831.53

		Annual Maintenance and Support	Support for Node Locked License			
132-34	ELT- SPOTLITEPro- MAIN-FL	Remote View Series Annual Maintenance and Support	ELT/SPOTLITE PRO Extension Maintenance & Support for Floating License	\$1,128.97	\$1,083.81	\$1,040.46
132-34	ELT-VT-MAIN-FL	Remote View Series Annual Maintenance and Support	ELT/VTRAC PRO Extension Maintenance & Support for Floating License	\$1,128.97	\$1,083.81	\$1,040.46
132-34	ELT-3500- MAIN-N	Remote View Series Annual Maintenance and Support	ELT/3500 Maintenance & Support for Node Locked License	\$539.55	\$517.96	\$497.25
132-34	ELT-3500- MAIN-FL	Remote View Series Annual Maintenance and Support	ELT/3500 Maintenance & Support for Floating License	\$680.10	\$652.90	\$626.78
132-34	ELT-1500- MAIN-N	Remote View Series Annual Maintenance and Support	ELT/1500 Maintenance & Support for Node Locked License	\$226.70	\$217.63	\$208.93
132-34	ELT-1500- MAIN-FL	Remote View Series Annual Maintenance and Support	ELT/1500 Maintenance & Support for Floating License	\$285.64	\$274.22	\$263.25
132-34	ELT-NET-MAIN- N	Remote View Series Annual Maintenance and Support	ELT/NET Maintenance & Support for Node Locked License	\$68.01	\$65.29	\$62.68
132-34	ELT-NET-MAIN- FL	Remote View Series Annual Maintenance and Support	ELT/NET Maintenance & Support for Floating License	\$86.15	\$82.70	\$79.39
132-34	FA-P-A-MAIN-N	Analyst Series Annual Maintenance and Support	Feature Analyst-PRO-Node-locked-ArcGis- Maintenance & Support	\$1,133.50	\$1,088.16	\$1,044.63
132-34	FA-P-A-MAIN-FL	Analyst Series Annual Maintenance and Support	Feature Analyst-PRO-Floating-ArcGis- Maintenance & Support	\$1,360.20	\$1,305.79	\$1,253.56
132-34	FA-S-A-MAIN-N	Analyst Series Annual Maintenance and Support	Feature Analyst-STD-Node-locked-ArcGis- Maintenance & Support	\$680.10	\$652.90	\$626.78
132-34	FA-S-A-MAIN-FL	Analyst Series Annual Maintenance and Support	Feature Analyst-STD-Floating-ArcGis- Maintenance & Support	\$902.27	\$866.18	\$831.53
132-34	LA-A-MAIN-N	Analyst Series Annual Maintenance and Support	LIDAR Analyst-Node-Locked-ArcGis- Maintenance & Support	\$1,133.50	\$1,088.16	\$1,044.63
132-34	LA-A-MAIN-FL	Analyst Series Annual Maintenance and Support	LIDAR Analyst-Floating-ArcGis-Maintenance & Support	\$1,360.20	\$1,305.79	\$1,253.56



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- 7. SOME STATES DO NOT ALLOW LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.
- 27. <u>Limitation of Remedies</u>. OSL's entire liability and your exclusive remedy under this Agreement shall be, at OSL's option, either (a) replacement of any diskette or CD-ROM which has not met OSL's "Limited Warranty" and which is returned to the place where you obtained it, with a copy of your receipt, or (b) refund of the price paid by you for this License to use the Software if OSL is unable to deliver a replacement diskette free of defects in materials and workmanship.
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- 28. Compliance with Laws and Export Control. In performing this Agreement, you will comply with all laws, regulations, rules, orders, and other requirements, now and hereafter in effect, of governmental authorities having jurisdiction. You agree to comply with all export laws and restrictions and regulations of the U.S. Department of State, Department of Commerce or other United States or foreign agency or authority, and not to export or re-export any Software or Documentation or any direct product thereof in violation of any such restrictions, laws or regulations, or without all necessary approvals. Neither the Software nor Documentation or the underlying information or technology may be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) Belarus Cuba, Eritrea Iran, North Korea, Syria or any other country to which the U.S. has embargoed goods (refer to 22 CFR 26.1 or www.pmddtc.state.gov) for current list); or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals (https://www.epls.gov/) or the U.S. Commerce Department's Denial Orders (www.dis.doc.gov) the U.S. State Departments Denied Parties List www.pmddtc.state.gov) (referred to as U.S. Watch-list). By downloading or using the Software, you agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any such embargoed country on any such U.S. Watch-list.
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- 30. Notice to Government End Users. This Paragraph applies to all acquisitions of this Software by or for the U.S. Government ("Government"), or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement, "other transaction" ("OT"), or other activity with the Government.

By accepting delivery of this Software, the Government, any prime contractor, and any subcontractor hereby agree that this Software that (a) was developed entirely at private expense; (b) is in all respects proprietary data belonging solely to OSL and its licensors, (c) is not in the public domain; and (d) qualifies as "commercial" computer software within the meaning of FAR Part 12, paragraph (b) of FAR Subpart 27.405, or DFARS Subpart 227.7202, as applicable, and that no other regulation, or FAR or DFARS data rights clause, applies to the delivery of this Software to the Government. Accordingly, the terms and conditions of this License govern the Government's (and the prime contractor and subcontractor's) use and disclosure of this Software, and supersede any conflicting terms and conditions of the contract, grant, cooperative agreement, OT, or other activity pursuant to which the Software is delivered. If this Software fails to meet the Government's (or prime contractor's or subcontractor's) needs, if this License is inconsistent in any respect with Federal law, or if the above-cited FAR and DFARS provisions do not govern, the buyer agrees to return this Software, unused, to the seller for return to OSL.

- 31. Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the Commonwealth of Massachusetts, U.S.A. without reference to its choice of laws principles and not including the provisions of the United Nations Convention on Contracts for the International Sale of Goods, except in circumstances in which this Agreement is required to be interpreted, construed, and enforced in accordance with the Contract Disputes Act of 1978, in which case the law of federal contracts will apply.
- 32. <u>Severability</u>. If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission of the provision would frustrate the intent of the parties, in which case this Agreement will immediately terminate.
- 33. <u>Integration</u>. This Agreement is the entire agreement between you and Overwatch Systems, Ltd. relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.
- 34. <u>Survival</u>. Paragraphs 4, 5, 8, 9, 11, 13, and 15, together with all other provisions of this Agreement that may reasonably be interpreted or construed as surviving the expiration or termination of the Term, will survive the expiration or termination of the Term.